



Official Gazette

of the
Protectorate of South-West Africa
in Military Occupation of the Union Forces

Published by Authority

Price 6d

Windhuk, 30th July 1920

No. 34

PROCLAMATION.

BY HIS HONOUR SIR EDMOND HOWARD LACAM GORGES, KNIGHT COMMANDER OF THE MOST DISTINGUISHED ORDER OF SAINT MICHAEL AND SAINT GEORGE, A MEMBER OF THE ROYAL VICTORIAN ORDER, ADMINISTRATOR OF THE PROTECTORATE OF SOUTH-WEST AFRICA IN MILITARY OCCUPATION OF THE UNION FORCES.

No. 31 of 1920.]

WHEREAS it is desirable to amend the laws existing in the Protectorate relating to marriage the solemnization thereof and the appointment of marriage officers,

NOW THEREFORE under and by virtue of the powers in me vested I do hereby declare, proclaim and make known as follows:—

1. Proclamation No. 16 of 1915 dated the 21st September, 1915, shall be and is hereby repealed, together with so much of any other existing law as may be repugnant to or inconsistent with the provisions of this Proclamation.
2. In this Proclamation, unless inconsistent with the context "Gazette" shall mean the Official Gazette of the Protectorate.

"Magistrate" shall, except in Section four, mean a magistrate or any officer in the public service who, by virtue of his office, is appointed to solemnize under this Proclamation marriages of persons belonging to specified races or in defined areas; but in Section four it shall mean a Magistrate only or a person specially appointed to act as such and not a person holding a dormant commission as Magistrate.

"Marriage Officer" shall mean any person who is a marriage officer appointed under the provisions of Section five.

"The prohibited degrees of relationship" shall mean and include relationship by blood or relationship by marriage and whether through legitimate or illegitimate birth, and shall be as follows:—

- (1) In the ascending and descending lines, all persons so related; and

(2) in the collateral degrees —

- (a) between brother and sister;
- (b) between uncle or great uncle and niece or great niece, aunt or great aunt and nephew or great nephew;
- (c) between cousins whose fathers are brothers and at the same time whose mothers are sisters, or between cousins of whom the father of the one is a brother of the mother of the other and at the same time the mother of the one is sister of the father of the other;

Provided that the relationship —

- (a) between a widower and his deceased wife's sister;
- (b) between a widow and her deceased husband's brother;
- (c) between a widower or widow and any person related by marriage to him or her in the collateral degrees more remotely than as deceased wife's sister or as deceased husband's brother

shall not be within the prohibited degrees, unless the deceased wife's sister has been married to a deceased brother of the widower or the deceased husband's brother has been married to a deceased sister of the widow.

CHAPTER I.

Conditions precedent to marriage.

3. (1) A marriage shall not be solemnized of any person who has not attained the age of twenty-one years, unless there be produced to the marriage officer the written consent of the father, or if there be no father, of the mother, or if there be no mother, of the legal guardian of that person.

(2) A marriage of a person who has been previously married and to whom there have been born children by the previous marriage, shall not be solemnized while any of those children are minors, unless the provisions of the law for the time being in force relating to the securing of minors' portions have been complied with.

(3) A marriage shall not be solemnized between persons who are within the prohibited degrees of relationship.

(4) A marriage shall not be solemnized of any person who is at the time lawfully married or who under the common law or any other law cannot be lawfully married.

4. (1) If a minor be unable to obtain the consent mentioned in the last preceding section owing to the protracted absence of his parent or (as the case may be) of his guardian from the Protectorate, or owing to other unforeseen and insuperable difficulties, the magistrate of the district in which the minor resides, may, after enquiry into the circumstances alleged to constitute the difficulty, grant or refuse consent, and the grant of consent by such magistrate shall in those circumstances be deemed to be the grant of consent by the parents or guardian.

(2) If it be alleged that the consent mentioned in the last preceding section to the marriage of a minor is unreasonably withheld by the parent or guardian or by the Magistrate application may be made to the High Court of South-West Africa and the Court may after enquiry, grant or refuse consent and the grant of consent shall be deemed to be the grant of consent by the parent or guardian.

CHAPTER II.

Mode of Solemnization of Marriage.

5. (1) Every magistrate, by virtue of his office, shall be a marriage officer for the district or other area for which he has been appointed a magistrate. The Administrator may appoint any other officer in the public service to be a marriage officer for specified races and for defined areas.
- (2) The Administrator may, from time to time, appoint ministers of religion, or persons holding responsible positions in any religious denomination or community, to be marriage officers. An appointment under this sub-section may limit the authority of any such minister or person to the solemnization of marriages,—
- within a defined area; or
 - between persons belonging to a specified race, community, congregation, or religious denomination; or
 - for a defined period.
- Every such appointment and the limitations (if any) of the authority conferred thereby shall be notified in the Gazette and the appointment shall have effect as from any date expressly provided in the notice.
- (3) Any appointment of a marriage officer or any authority to solemnize marriages under this section, may be revoked by the Administrator for misconduct of the marriage officer or other good cause. The limitations (if any) of any such appointment or authority may be extended, reduced, or otherwise varied by the Administrator.
6. No ceremony of marriage performed after the commencement of this Proclamation within the Protectorate shall be recognised as effecting a valid and binding marriage between the parties thereto, unless that ceremony be a solemnization of marriage by a marriage officer in accordance with the provisions of this Proclamation or any amendment thereof.
7. Marriages may be solemnized, after publication of banns in accordance with this Proclamation or after publication of the necessary notice required under Proclamation No. 16 of 1915, or under the authority of a special licence issued under and in accordance with this Proclamation, or under the authority of any dispensation to marry, granted in terms of the aforesaid Proclamation No. 16 of 1915.
8. (1) Banns of marriage shall be published either

- in public in the ordinary manner on three successive Sundays during divine service in a church or other building habitually used for public worship; or
- by posting them up for a period covering three successive Sundays in a conspicuous place to which the public have access at the Magistrate's office.

in the district in which the parties to the intended marriage reside or, if they reside in different districts in the district in which each such party resides.

(2) If the banns of marriage have been published in different places, whether both places be within the Protectorate or one place within the Protectorate and one outside the Protectorate, or both places be outside the Protectorate, any marriage officer before whom the parties appear for the solemnization of the marriage shall require proof in writing, signed by the person responsible for the due publication of banns, to be produced that the banns have been duly published in accordance with this section, or (as the case may be) according to the law of the country wherein the banns were published.

(3) Upon production of such proof as aforesaid that banns of marriage have been duly published, any marriage officer may, subject to the terms of his appointment made under, or authority conferred by, section five and subject also to all other provisions of this Proclamation solemnize that marriage.

9. (1) Special licences to marry shall be issued by magistrates upon compliance by the parties to the intended marriage with the provisions of this section and upon the magistrate being satisfied that all the provisions of this Proclamation or any other law, which persons intending to marry are required to comply with, have been complied with.
- (2) When the parties to any intended marriage desire to be married without publication of banns, they shall appear before a magistrate, who shall require each party to furnish his or her full name and answer such questions as the Magistrate thinks fit to put, for the purpose of satisfying himself that
- in case of the minority of either party, the provisions of sub-section (1) of section three have been complied with;
 - in case one of the parties has been previously married and there are children born of the previous marriage any of whom are still minors, the provisions of the law in force relating to the securing of minors' portions, have been complied with;
 - the parties are not within the prohibited degrees of relationship;
 - there is no other lawful impediment to the intended marriage.
- (3) The Magistrate may, if he has reasonable grounds for believing that any provision referred to in paragraph (a) or (b) of sub-section (2) of this section has not been complied with or that the parties are within the prohibited degrees or that there is some lawful impediment to the marriage, examine either party or any other person on oath.
- (4) The Magistrate, if satisfied, whether after any such examination or not, that there is nothing in law which is an impediment to the intended marriage, shall upon completion by each party of a solemn declaration in the form "A" in the Schedule to this Proclamation, and upon payment of a fee of five pounds, issue to the parties a special licence in the form "B" in that Schedule.
- (5) The declarations aforesaid shall be preserved of record in the office of the magistrate aforesaid.

(6) The special licence shall be delivered by the parties to the marriage officer who solemnizes the marriage, and shall be by him transmitted, with the duplicate original register, for record to the officer appointed by the Administrator to have the custody of such registers.

(7) A special licence shall authorise the solemnization of marriage by any marriage officer who, under this Proclamation and subject to the terms of his appointment or authority as made under or conferred by section five is authorised to solemnize a marriage between the particular parties to whom the licence has been issued.

(8) A dispensation or notice to marry issued under Proclamation No. 16 of 1915, prior to the commencement of this Proclamation to any parties to an intended marriage, shall be an authority to any marriage officer who, under this Proclamation, is authorised to solemnize a marriage between those parties, to solemnize that marriage, provided that no marriage shall be solemnized upon such notice or dispensation after three months from the date thereof.

10. If a marriage authorised by reason of due publication of banns, or by special licence, be not solemnized within three months after the last publication of the banns or the date of the licence (as the case may be), a marriage officer shall not solemnize the marriage on the authority of the publication of those banns or of the special licence (as the case may be), but it shall be necessary in order that the marriage be solemnized, for the intending parties to proceed anew in accordance with this Proclamation.

11. Every marriage shall be solemnized —
(a) in a church or other public building used for divine service or public worship or in the office of a Magistrate or other private premises with open doors; and

(b) in the presence of at least two witnesses competent by law to give evidence in a court of law.

12. (1) If a marriage be solemnized by a marriage officer who is or has been appointed under sub-section (1) of section five a marriage officer by virtue of his office, he shall put the following question to each of the parties and it shall be necessary for each party to answer "Yes" to the question:—

Do you declare solemnly that as far as you are aware there exists no impediment in law to your marriage with here present, and that you call all present to witness that you acknowledge to be your lawful wife (or husband as the case may be).

If each party answer "Yes" to that question, the marriage officer shall declare the marriage solemnized in these words:—

I declare that and here present, are lawfully joined together in marriage.

(2) In every marriage solemnized by a marriage officer appointed as such under sub-section (2) of section five each party shall acknowledge the other party to be his lawful wife or her lawful husband (as the case may be) and those rights and formularies shall be observed which are ordinarily used in the solemnization of marriage by the religious denomination or community whereof that marriage officer is a member, and those rites and formularies shall if the provisions of this Proclamation have otherwise been complied with, be the forms to be used for the solemnization of the marriage.

13. (1) Immediately after the marriage has been solemnized as in the last preceding section prescribed and before the parties leave the premises

wherein the solemnization took place, the marriage officer shall enter the particulars in an original and in a duplicate original marriage register according to the form "C" in the Schedule to this Proclamation.

(2) Each of the parties shall thereupon, together with two such witnesses as aforesaid, and the marriage officer, sign those registers.

(3) The marriage officer shall deliver to the parties, without charge, one certified copy of the original marriage register.

(4) The original register shall be kept with the records of the marriage officer, and the duplicate original register shall, within one month thereafter, be transmitted to the officer appointed by the Administrator to have the custody of such registers.

14. Nothing in this Proclamation contained shall be construed as rendering it unlawful for a marriage which has been solemnized by a magistrate as marriage officer or other person appointed as such by virtue of his office, to be consecrated by a minister of religion without publication of banns or production of a special licence, according to the rites and formularies of any religious denomination or community, and in any such case it shall not be necessary for the minister of religion, if there has been produced to him the certificate of the marriage officer that he has solemnized the marriage, to comply, as regards that marriage, with the provisions of this Proclamation relative to the keeping and transmission of a marriage register.

CHAPTER III.

General and miscellaneous.

15. (1) Any person shall be entitled to obtain from a marriage officer or from any officer appointed by the Administrator to have the custody of duplicate original registers a duly certified copy of a marriage register. For any such duly certified copy issued by any officer in the public service a fee of two shillings and sixpence shall be charged.

(2) Any such duly certified copy (which is hereby named a marriage certificate) shall, in all courts of law and public offices within the Protectorate, be sufficient proof of the solemnization of marriage between the parties named therein according to law, unless the contrary be proved.

16. (1) Every marriage entered into outside the Protectorate between parties who were or either of whom was not, at the time of the marriage, resident within the Protectorate, shall be recognised within the Protectorate to the same extent as it would have been recognised in the country where the marriage was solemnized.

(2) A copy of the register certified by the officer or other person lawfully keeping registers of marriages in that country and authenticated in manner required by any law or regulation in force in the Protectorate, shall be in all courts of law and public offices within the Protectorate sufficient proof of the due solemnization of marriage between the parties named therein according to the law of that country, unless the contrary be proved.

17. (1) Any marriage officer (who performs a marriage ceremony:

(a) which under the limitations of his appointment or authority as marriage officer he may not perform; or

(b) between parties one of whom was not at the time competent to marry; or

(c) where the provisions of this Proclamation have not been complied with;

shall, if he knew of the facts which precluded him from performing the ceremony, be guilty of an offence and liable on conviction to a fine not ex-

ceeding two hundred pounds, or in default of payment, to imprisonment with or without hard labour for a period not exceeding two years or to both such fine and imprisonment.

(2) Any person who knowingly aids, abets, counsels, or procures the performance of such a marriage ceremony as is described in sub-section (1) of this section shall be guilty of an offence and liable on conviction to the penalties therein provided.

(3) Nothing in this section shall be deemed to affect the provisions of the common law relating to bigamous or illegal marriages or to prevent any person from being charged with and convicted of any offences under the common law.

18. Any person who makes a false statement in connection with any act done or to be done for the purpose of procuring the publication of banns or a special licence to marry, knowing that statement to be false, shall be guilty of an offence and liable on conviction to the penalties prescribed by law for perjury.

19. (1) Any person having the custody of marriage registers who negligently loses or injures any such register, or negligently allows the same to be lost or injured, shall be guilty of an offence and liable on conviction to a fine not exceeding twenty-five pounds or, in default of payment, to imprisonment with or without hard labour for a period not exceeding three months.

(2) Any person who —

- (a) wilfully destroys or injures or renders illegible or is a party to the wilful destruction, injury or rendering illegible of any marriage register or certified copy thereof; or
- (b) falsely makes or counterfeits, or is a party to falsely making or counterfeiting, any marriage register or certified copy thereof or any part thereof; or
- (c) wilfully inserts, or is a party to the wilful insertion in any marriage register or certified copy thereof of any false entry; or
- (d) wilfully gives any false certificate or certifies any writing to be a copy of or extract from any marriage register, knowing the copy or extract to be false in any particular; or
- (e) forges or counterfeits the signature, seal, impression or stamp of any officer empowered by this Proclamation or by any law heretofore, now, or hereafter in force, to issue a certified copy of a marriage register;

shall be guilty of an offence and liable on conviction to imprisonment with or without hard labour for a period not exceeding five years.

Any person having the custody of marriage registers who knowingly permits any such offence to be committed, shall be guilty of an offence and liable on conviction to the penalties in this sub-section mentioned.

20. No proceedings shall lie in any court of law to obtain a declaration or order that any person shall carry out a contract to marry, but every person who alleges a breach of contract to marry may institute proceedings for damages for breach of the contract.

21. (1) Save as in this Proclamation or the regulations is expressly provided, a marriage officer who under sub-section (1) of section five is or has been appointed as such by virtue of his office shall not demand or receive any fee, gratuity, or reward for anything done by him under or in pursuance of this Proclamation.

(2) A marriage officer who has been appointed as such under sub-section (2) of section five may demand and receive such fees, gratuities and reward for any such act in relation to the solemnization of a marriage as is authorised by the religious denomination or community according to whose rites and formularies he solemnizes marriages.

22. The Administrator may make regulations, not inconsistent with this Proclamation, for the better carrying out of the objects and purposes thereof, and may by such regulations prescribe penalties for the contravention thereof or failure to comply therewith, but no such penalties shall exceed a fine of fifty pounds or, in default of payment, imprisonment with or without hard labour for a period of three months.

23. (1) If by any accident, omission, or oversight, any provision of this Proclamation has not been complied with —

- (a) in respect of the due publication of banns;
- (b) in respect of the notification of appointment of a marriage officer;

and a marriage has in other respects been solemnized in accordance with this Proclamation without knowledge by either party of the accident or oversight, the marriage so solemnized shall be a valid and binding marriage for all purposes, notwithstanding the accident or omission, provided there was no impediment in law to the marriage.

(2) Nothing in this section shall exempt any marriage officer from liability to prosecution and punishment for any such non-compliance.

24. Nothing in this Proclamation contained shall be construed as rendering it unlawful for a marriage officer appointed under sub-section (2) of section five to refuse to solemnize according to religious rites and formularies, or to consecrate, a marriage between parties who, according to his conscience and religious belief and on account of the doctrines held by him, ought not to marry each other.

25. Nothing in this Proclamation contained shall be construed as rendering invalid any marriage solemnized, or recognised as valid, prior to the commencement of this Proclamation under any law hereby repealed or declared no longer applicable, provided and as long as the marriage would have been recognised as valid if this Proclamation had not taken effect.

26. This Proclamation may be cited for all purposes as the "Solemnization of Marriages Proclamation, 1920".

GOD SAVE THE KING.

Given under my hand this 9th day of July, 1920.

E. H. L. GORGES

Administrator.

SCHEDULE.

FORM A.

SOLEMN DECLARATION.

I hereby declare that I wish to be married to without publication or banns, and

- (1) that my age is
- (2) that (being under age I have the written consent
of my father
of my mother
guardian

(3) that I have a certificate of the Master of the High Court (or a copy of the judgment of Court), that I have complied with the provisions of the law relating to the securing of minors' portions and that I am entitled to re-marry;

(4) that I am not within the prohibited degrees of relationship as regards

(5) that there is no lawful impediment to my marriage with

(Signature)

Declared before me, this day of to bachelor/widower and
 at 19 spinster/widow who have
 appeared before me,
 Magistrate of the district of
 and who have made the solemn declaration prescribed
 by law, in respect of the issue of a special licence
 to marry.

FORM B.

SPECIAL MARRIAGE LICENCE.

(Valid for three months only from the date hereunder
 written).

Licence to marry in the Protectorate of South-West
 Africa according to the laws thereof is hereby granted

Given at in the
 district of this
 day of 19

Magistrate.

FORM C.

Marriage solemnized at in the Magisterial district of 19

No.	When married.	Full Names and Surnames of persons married.	Age last birth-day.	Where born.	Conjugal condition prior to this marriage.	With or Without Antenuptial Contract.	Residence.	After publication of banns or by Special Licence.	With whose consent.	Race.	Usual occupation.

This marriage was entered into between us

Signatures of
 Contracting parties.

Solemnized by me in the at on the
 day of 19

In the presence of the undersigned witnesses:

- Witnesses: 1.
 2.

Marriage Officer,

Government Notices.

The following Government Notices are published for
 general information.

J. F. HERBST,
 Secretary for the Protectorate.

Administrator's Office,
 Windhuk.

No. 52.] [16th June, 1920.

APPOINTMENTS.

The appointments of the Postmasters at Tsumeb
 and Mariental, or anyone lawfully acting in either of
 those capacities, as Sub-Receiver of Revenue have been
 approved, with effect, in each case, from the date of
 assumption of duty.

No. 53.] [1st July, 1920.

HIRE OF GOVERNMENT WATER DRILLS.

The Administrator has been pleased to approve of
 the following regulations governing the hire of govern-
 ment water drills.

REGULATIONS.

- Government drills may be hired to applicants to bore for water for agricultural and other purposes, provided that they shall not be available to bore for water on ground within or attached to a township unless for and on the application of a local authority having jurisdiction in the township.

Payment of Charges.

- Payment for the hire of a drill shall be made either
 - by cash in advance;
 - by cash on demand after completion of boring operations;
 - by cash instalments over a period of (3) three years; or
 - by cash instalments over a period of (5) five years (applicable to lessees of Crown lands only).

Payment of Charges by Cash in Advance.

- If an applicant is required to pay cash in advance for the hire of a drill, he shall deposit with the Magistrate of the district in which the boring is to be carried out or with any other officer of the Administration duly authorized thereto, the sum of fifty pounds (£50) before the drill may proceed to the site at which boring is to take place, and thereafter such further deposits as may be required by the Administration, provided that if, when drilling operations are completed, it is found that an amount in excess of the charges fixed under the regulations has been deposited, such excess shall be refunded.

Payment of Charges by Cash on Demand.

4. If an applicant whose application may be approved desires to pay cash on demand for the hire of a drill, he shall provide two approved sureties or other approved security for the due payment in cash of all boring charges to the Magistrate of the district in which the boring is being carried out, or any other officer of the Administration duly authorized thereto.

Payment of Charges by Instalments.

5. If an applicant whose application may be approved desires to pay for the hire of a drill by cash instalments, covering a period of (3) three years calculated from the date of the completion of boring operations, in respect of each borehole on his farm, he shall provide two approved sureties or other approved security for the due payment of such instalments to the Magistrate of the district in which the boring is being carried out, or any other duly authorized officer of the Administration.

The first instalment of ($\frac{1}{6}$) one-sixth of the total amount including interest at the rate of 6 per cent per annum, calculated from the date of completion of boring operations in respect of each borehole, shall become due and payable six months from the date of such completion, and a further such ($\frac{1}{6}$) one-sixth each succeeding six months.

5a. If a lessee of Crown lands whose application may be approved by the Administrator desires to pay for the hire of a drill by cash instalments covering a period of (5) five years, calculated from the date of the completion of boring operations, in respect of each borehole on his farm, he shall provide two approved sureties, or other approved security, for the due payment of such instalments to the Magistrate of the district in which the boring is being carried out, or any other duly authorized officer of the Administration.

The first instalment of ($\frac{1}{10}$) one-tenth of the total amount, including interest at the rate of 6 per cent per annum, calculated from the date of completion of boring operations in respect of each borehole, shall become due and payable six months from the date of such completion, and a further such ($\frac{1}{10}$) one-tenth each succeeding six months.

In the event of a lessee who occupies Crown land under any law empowering the Administration to allot land upon the promise of title subject to the fulfilment by the allottee of prescribed conditions failing to obtain such title through no fault of his own, the Administrator may, at his discretion, refund a portion of the boring charges, not exceeding ($\frac{4}{5}$) four-fifths of the original claim, the whole amount so remitted being recoverable from the next allottee.

Submission of Applications.

6. Every application for the hire of a drill shall be made on Form A to the Senior Boring Inspector, Windhuk, through the Magistrate of the District in which the property on which boring is desired is situated.
7. On the receipt of an application on form marked A, the Magistrate shall make such inquiries as are necessary to ascertain if the application is in order, and when satisfied shall forward the application to the Senior Boring Inspector with his recommendation on the form marked B.

Acceptance of Application.

8. The acceptance or otherwise of an application shall be subject to the discretion of the Administrator, who may cause such inquiry to be made as he may consider necessary.

Notification of Acceptance of Application.

9. When an application is approved the applicant shall be notified thereof on the form marked C.

Notice of Availability of Drill.

10. At least two days' notice that a drill is available shall be given to the applicant and in such notice shall be set forth the date and place, from which he shall take over the drill. If on the expiry of such notice the applicant shall not have taken over the drill the acceptance of his application may be cancelled and the applicant shall, if required, pay the full charges as prescribed by the terms of payment applicable for any delay caused.

The taking over of the drill shall preclude the applicant from any denial of liability for its hire.

Classes of Government Drills.

11. The following classes of drills are provided under these regulations at the discretion of the Administrator:—
- Steam percussion (or "jumper") drill, capable of boring a 6-inch hole to a depth of 800 feet;
 - Steam rotary "shot" drill, capable of boring a 6-inch hole to a depth of 800 feet.

The Foreman.

12. The Administration shall provide a foreman, who shall have the entire direct charge of the drill and boring operations.

Should the applicant have any complaint to make he shall reduce it to writing and shall forward it without delay to the Magistrate, who shall inquire into the matter. No payment for his services shall be made to the foreman by the applicant.

Labour.

13. The Administration shall provide, free of charge, the labour required for working the drill, but shall not provide labour for carriage of water and fuel and additional labour required for unloading, erecting, dismantling, and loading up the plant.

Transport.

14. (a) The Administration shall bear the cost of transport of the drill, appliances, drill staff, and baggage to the railway station nearest the farm of the applicant who first hires the drill in any district, or in the case of districts remote from the railway to some convenient central place fixed by the Senior Boring Inspector.

(b) The applicant who hires the drill first in any district shall provide transport for the drill, its appliances, the drill staff, and baggage from the railway station or centre to his farm, and shall use all expedition in this respect.

(c) A succeeding applicant shall similarly provide transport from the previous farm to his own farm, and the last applicant shall, if required, provide transport back to the nearest railway station or centre.

(d) The applicant shall provide transport between his farm and the railway station or such other centre as may be selected for the expeditious conveyance of machinery and stores required to conduct boring operations.

(e) The applicant shall provide the foreman with means of communication to and from the nearest post and telegraph office at least once a week.

Casing.

15. The Administration may provide, free of charge, casing required to line a borehole, up to a maximum length of 760 lineal feet of 6 $\frac{1}{2}$ inch standard casing. Any casing required in excess of the maximum length above specified will be supplied at actual cost; such casing being supplied from departmental stocks. The amount of casing to be used in any borehole shall be at the sole discretion of the Senior Boring Inspector.

Working Hours.

16. Working hours shall be calculated on a basis of nine hours per day, except on Saturday afternoon, which shall be considered a half-holiday. No work shall be done on Sundays.

Supplies by Applicant.

17. (a) Labourers. — The applicant shall supply at his own cost all such additional labour as may be required for unloading, erecting, dismantling, and loading up the plant and for carriage of water and fuel.
 (b) Fuel and Water. — The applicant shall supply and transport at his own cost sufficient fuel (wood or coal) of good quality, and water for the proper working of the drill and for the use of the drill staff.
 (c) Provisions for Foreman. — The applicant shall either supply food for the foreman by private arrangement and at reasonable prices or shall bring supplies for him from a store not less than once a month.
 (d) The applicant shall generally give such other assistance as the foreman may require to perform his work efficiently.

Cessation of Boring.

18. Boring shall be stopped
 (a) at the applicant's request in writing to the Senior Boring Inspector, through the drill foreman;
 (b) when a fair and reasonable supply of water has been struck;
 (c) at the discretion of the Senior Boring Inspector when there is, or there is likely to be, any damage to the drill, or when further boring is unlikely to yield satisfactory results.

Responsibility for Success.

19. The Administration does not guarantee any successful result from boring operations. The undertaking shall, therefore, be entirely at the applicant's risk, but every reasonable assistance towards a successful issue of the work will be readily given.

Limit of Number of Boreholes.

20. The number of successful boreholes drilled on any one property under one application shall be at the discretion of the Senior Boring Inspector.

Special Conditions.

21. When necessitated by the nature of the ground to be bored in, or by difficulty in getting to the site, or when additional work is required to be done to an existing borehole, or under any other exceptional circumstances, the Senior Boring Inspector may impose special conditions in addition to the ordinary terms of payment applicable under which boring shall be carried out, but the work shall not be undertaken or continued unless the applicant shall have notified in writing his acceptance of such conditions.

Cores.

22. All cores obtained in drilling shall be the property of the Administration. The applicant, however, may examine them and may if he desires, have small pieces for analytical purposes.
 23. The charges to be paid for the hire of a drill by the applicants, being bona fide farmers, excepting as provided for in paragraph 24, shall be:—
 (a) For each day while the drill is being erected or dismantled and during pumping tests after the

completion of drilling not exceeding one day in duration, the sum of £3.

- (b) For each day in excess of one day during which pumping tests are carried out after the completion of drilling, the sum of £6.
 (c) When pumping tests are carried out not immediately following drilling operations by the drill making the test, the sum of £6 per day for each day during which the drill is so occupied.
 (d) After the drill shall have been erected, for each day on which operations are conducted the sum of £6.
 (e) The cost of repairing any breakage or damage for which the applicant or his agent is himself responsible.
 (f) The sum of £6 per day for any delay due to applicant.
 (g) The sum of £3 per day for each day in excess of one half day occupied in transporting the drill from site to site on any one farm or property.
 24. The Administrator reserves the right to impose special conditions of hire in the case of boring operations being undertaken for companies and syndicates.
 25. No charge will be made for periods during which a drill may be stopped on account of bad weather, a break-down not due to the applicant, or of the illness of the drill foreman.
 26. In the case of disputes arising out of the interpretation of any of the above clauses the decision of the Administrator shall be accepted as final.
 27. These regulations shall apply to all applications for boring which have been approved, but where drilling has not been commenced, and also to those where work is in progress at the date these regulations are published in the Gazette, but shall not be applicable in any case where drilling operations on a borehole have been completed.

No. 54.]

[8th July, 1920.

PERIODICAL COURTS.

The Administrator has approved of the postponement of the sessions of the Periodical Courts at Otavifontein and Tsumeb in the District of Grootfontein, from the 9th and 12th July 1920, respectively, to the 13th and 16th August 1920, respectively.

No. 55.]

[13th July, 1920.

APPOINTMENTS.

The Administrator has been pleased to make the following appointments as District Surgeons:—

George Hanson McRobert, M. B., Ch. B., Keetmanshoop, for the magisterial districts of Keetmanshoop, Bethany and Aroab, with effect from 1st April 1920.

Percy Allport, M. D., C. M., Gibeon, for the magisterial districts of Gibeon and Maltahohe, with effect from 1st April, 1920.

Dennis Victor O'Connor, L. R. C. P., and S. Irel, L. M., Windhuk, for the magisterial district of Rehoboth, with effect from 1st April, 1920.

Valentine Rex O'Connor, L. R. C. P. and S. Irel, L. M., Swakopmund, for the magisterial district of Swakopmund, including Walvis Bay, with effect from 1st July, 1920.

Johan Balthazar Knobel, M. D., L. R. C. S., for the magisterial district of Gobabis, with effect from 1st April, 1920.

Robert Cephane MacLachlan, M. B., Ch. B., for the magisterial district of Grootfontein, including Tsumeb, with effect from 1st August, 1920.

General Notices.

No. 11 of 1920.

ADMISSION OF LAND SURVEYOR.

It is hereby notified for general information that under the provisions of section 11 of the Land Survey Proclamation 1920, William Graham Golightly has been admitted to practise as a Land Surveyor in the Protectorate of South-West Africa, with effect from the 14th June, 1920.

A. G. LANDSBERG,
Acting Surveyor-General.

Surveyor-General's Office,
Windhuk, 22nd June, 1920.

No. 12 of 1920.

ADMISSION OF LAND SURVEYOR.

It is hereby notified for general information that under the provisions of section 11 of the Land Survey Proclamation 1920, Walter Ross Piers has been admitted to practise as a Land Surveyor in the Protectorate of South-West Africa, with effect from the 14th June, 1920.

A. G. LANDSBERG,
Acting Surveyor-General.

Surveyor-General's Office,
Windhuk, 22nd June, 1920.

No. 13 of 1920.

ADMISSION OF LAND SURVEYOR.

It is hereby notified for general information that under the provisions of section 10 of the Land Survey Proclamation 1920, Georg Peter Berens has been admitted to practise as a Land Surveyor in the Protectorate of South-West Africa with effect from the 14th June, 1920.

A. G. LANDSBERG,
Acting Surveyor-General.

Surveyor-General's Office,
Windhuk, 22nd June, 1920.

No. 14 of 1920.

ADMISSION OF LAND SURVEYOR.

It is hereby notified for general information that under the provisions of section 10 of the Land Survey Proclamation 1920, Walter Bernhard Voikmann has been admitted to practise as a Land Surveyor in the Protectorate of South-West Africa, with effect from the 18th June, 1920.

A. G. LANDSBERG,
Acting Surveyor-General.

Surveyor-General's Office,
Windhuk, 22nd June, 1920.

No. 15 of 1920.

Applications will be received at the Department of Lands, Windhuk, for a period of eight weeks from the date of the first publication of this notice (i. e. expiring on the 23rd September, 1920) and for such time thereafter as the holdings or any of them remain unallotted, for the undermentioned farms, to be disposed of on lease for a period of five (5) years, with the option of acquiring the land at any time during the currency of the

lease, or at the expiration thereof, on terms of Conditional Purchase Lease extending over a period of twenty (20) years, under and subject to the provisions of the Land Settlement Act, No. 12 of 1912, as amended by the Land Settlement Act Amendment Act, No. 23 of 1917, and Proclamation No. 14 of 1920, and any regulations published thereunder.

G. R. HUGHES,
Secretary for Lands.
Windhuk, 14th July, 1920

Holding No.	FARMS FOR DISPOSAL. Registered Name and Number.	Area Hectares	Purchase Price	Rental during lease period of 5 years. 1st year nil		If option of conditional purchase be exercised, Half-yearly Instalment which includes Capital & Interest at 4 per cent, spread over 20 years.
				2nd & 3rd years. 2 per cent. per annum. Half-yearly Rental—	4th & 5th years. 3 1/2 per cent. per annum. Half-yearly Rental—	

South-West Africa. Gobabis District.

				£	s	d	£	s	d	£	s	d	£	s	d
1	Aeros 62	(formerly No. 26)	5 000	484	0	0	4	10	10	8	9	5	17	13	10
2	Saats 64	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
3	Louis Botha 63	"	5 000	422	0	0	4	1	5	7	7	8	15	8	6
4	Hondeblaf 163	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
5	Toronto 206	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
6	Riviera 139	"	5709. 8870	480	0	0	4	16	9	8	8	0	17	10	11
7	Vergelogen 162	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
8	Vendetta 202	"	5 000	422	0	0	4	1	5	7	7	8	15	8	6
9	Spinosa 138	"	5000. 3072	422	0	0	4	4	5	7	7	8	15	8	6
10	Aandster 182	"	5 450	615	0	0	6	3	0	10	15	3	22	9	8
11	Ombu Ondana 165	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
12	Voortrekker 172	"	5 000	536	0	0	5	7	2	9	7	7	19	11	11
13	Kameelpert 26	"	5 000	482	0	0	4	16	5	8	8	8	17	12	5
14	Sunraysia 261	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
15	Bassingthwaite 170	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
16	Zinapaal 164	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
17	Voelsang 180	"	5 000	422	0	0	4	1	5	7	7	8	15	8	6
18	Morgan 188	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
19	Hinterland 180	"	5 000	547	0	0	5	9	5	9	11	5	19	19	11
20	Okaruzumutze 247	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
21	Gaus 272	"	5 947	648	0	0	6	9	7	11	6	10	23	13	9
22	De Hoop 110 (formerly No. 1)	"	4 892	641	0	0	6	3	2	11	4	4	23	8	8
23	Rogars 196	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6
24	Karamba 208	"	5 000	422	0	0	4	4	5	7	7	8	15	8	6

Keetmanshoop District.

25	Abuchabis	20 948	1687. 0. 0	16. 17. 5	29. 10. 5	61. 13. 5
26	Guigatsis	14 760	1195. 0. 0	11. 19. 0	20. 18. 3	43. 13. 8
27	Nordock	13 451	755. 0. 0	7. 11. 0	13. 4. 3	27. 12. 0
28	Willenhorst	21 961	1300. 0. 0	13. 0. 0	22. 15. 0	47. 10. 5
29	Donkermodder	10 343	899. 0. 0	8. 19. 10	15. 14. 8	32. 17. 3
30	Arey	13 265	746. 0. 0	7. 9. 2	13. 1. 1	27. 5. 5
31	Aningoas	14 588	1182. 0. 0	11. 16. 5	20. 13. 8	43. 4. 2
32	Autas	9 475	546. 0. 0	5. 9. 2	9. 11. 1	19. 19. 2
33	Kunabit	11 463	939. 0. 0	9. 7. 10	16. 8. 8	34. 6. 6
34	Kuehanas	13 501	1095. 0. 0	10. 19. 0	19. 3. 3	40. 0. 7
35	Aldorn	13 231	1074. 0. 0	10. 14. 10	18. 15. 11	39. 5. 3
36	Dassielfontein	16 553	1338. 0. 0	13. 7. 7	23. 8. 4	48. 18. 3
37	Hainabis	10 530	894. 0. 0	8. 18. 10	15. 12. 11	32. 13. 7
38	Uchanaeis	9 370	809. 0. 0	8. 1. 10	14. 3. 2	29. 11. 6
39	Klein Dabaras	19 191	1550. 0. 0	15. 10. 0	27. 2. 6	56. 13. 3
40	Dabaras Porte	19 848	1600. 0. 0	16. 0. 0	28. 0. 0	58. 9. 9
41	Gross Dabaras	19 123	1543. 0. 0	15. 8. 7	27. 0. 1	56. 8. 1
42	Zaris	19 866	1601. 0. 0	16. 0. 2	28. 0. 4	58. 10. 6
43	Dabaras Süd	19 518	1574. 0. 0	15. 14. 10	27. 10. 11	57. 10. 9
44	Dabaras Ost	17 599	1429. 0. 0	14. 5. 10	25. 0. 2	52. 4. 9
45	Kukanibet West	18 000	1453. 0. 0	14. 10. 7	25. 8. 7	53. 2. 4
46	Gareb	14 021	1227. 0. 0	12. 5. 5	21. 9. 5	44. 17. 9
47	Zabubegas	21 887	1792. 0. 0	17. 18. 5	31. 7. 2	65. 10. 2
48	Gross Aub	19 502	2112. 0. 0	21. 2. 5	36. 19. 2	77. 4. 1
49	Darmstätt	26 600	2127. 0. 0	21. 5. 5	37. 4. 7	77. 15. 2
50	Narubis (South of Uchanaeis)	12 439	2015. 0. 0	20. 3. 0	35. 5. 3	73. 13. 2
51	Spitskop Oost (Portion of Spitskoppe)	12 518	1200. 0. 0	12. 0. 0	21. 0. 0	43. 17. 4
52	Spitskop West (Portion of Spitskoppe)	12 518	1310. 0. 0	13. 2. 0	22. 18. 6	47. 17. 9
53	Groot Gobas (Portion of Gobas)	10 000	1210. 0. 0	12. 2. 0	21. 3. 6	44. 4. 8
54	Coenhalt (Portion of Gross)	10 000	1060. 0. 0	10. 12. 0	18. 11. 0	38. 15. 0
55	Goris (Portion)	10 789	901. 0. 0	9. 0. 2	15. 15. 4	32. 18. 9
56	Klein Spitskop (Portion of Goris)	10 789	1387. 0. 0	13. 17. 5	24. 5. 5	50. 14. 8
57	Aurus (Portion)	7 403	1264. 0. 0	12. 12. 10	22. 2. 5	46. 4. 2
58	Garigaus (Portion of Aurus)	7 403	1644. 0. 0	16. 8. 10	28. 15. 5	60. 1. 11
59	Huns (Portion)	19 076	1093. 0. 0	10. 18. 7	19. 2. 7	39. 19. 1
60	Ditsem (Portion of Huns)	10 076	1068. 0. 0	10. 13. 7	18. 13. 9	39. 0. 10
61	Khabus (Portion)	12 260	2381. 0. 0	23. 16. 2	41. 13. 4	87. 0. 9
62	Kangas (Portion of Khabus)	12 260	1326. 0. 0	13. 5. 2	23. 4. 1	48. 9. 5

Maltahohe District.

63	Tsams Ost	14 113	791. 0. 0	7. 18. 2	13. 16. 10	28. 18. 4
64	Ubuis	10 940	624. 0. 0	6. 4. 10	10. 18. 5	22. 16. 3
65	Naukluft 9	21 964	1219. 0. 0	12. 3. 10	21. 6. 8	44. 11. 3
66	Kyffhauser	10 649	607. 0. 0	6. 1. 5	10. 12. 5	22. 3. 9
67	Friedland	14 527	814. 0. 0	8. 2. 10	14. 4. 11	29. 15. 2
68	Steinfeld 104	10 549	602. 0. 0	6. 0. 5	10. 10. 8	22. 0. 2
69	Kuderup 12	8 284	486. 0. 0	4. 17. 2	8. 10. 1	17. 15. 4
70	Osis 73	12 609	1028. 0. 0	10. 5. 7	17. 19. 10	37. 11. 7
71	Zwartmodder	20 726	1411. 0. 0	14. 2. 2	24. 13. 10	51. 11. 7
72	Plattfontein	10 569	867. 0. 0	8. 13. 5	15. 3. 5	31. 13. 11

Bethany District.

73	Kosos 11	18 578	1235. 0. 0	12. 7. 0	21. 12. 3	45. 2. 11
----	--------------------	--------	------------	----------	-----------	-----------

Gibeon District.

74	Schürfpennz	11 498	1289. 0. 0	12. 17. 10	22. 11. 2	47. 2. 5
----	-----------------------	--------	------------	------------	-----------	----------

Warmbad District.

75	Dreikameelbaum	13 536	928. 0. 0	9. 5. 7	16. 4. 10	33. 18. 6
76	Gross Aub	11 797	818. 0. 0	8. 3. 7	14. 6. 4	29. 18. 1
77	Huniam Ost	17 179	1173. 0. 0	11. 14. 7	20. 10. 7	42. 17. 7
78	Helder (formerly No. 8)	11 544	946. 0. 0	9. 9. 2	16. 11. 1	34. 11. 8
79	Fettkluft Süd	18 271	1475. 0. 0	14. 15. 0	25. 16. 3	53. 18. 5
80	Tigerberg	17 817	1884. 0. 0	18. 16. 10	32. 19. 5	68. 17. 5
81	Swartkop	20 259	2239. 0. 0	22. 7. 10	39. 3. 8	81. 17. 0
82	Spos Bona (formerly B)	9 677	368. 0. 0	8. 13. 7	15. 3. 10	31. 14. 7
83	Uitkomst (. A)	15 085	1222. 0. 0	12. 4. 5	21. 7. 8	44. 13. 5

84	Bismarkane	16 255	1315. 0. 0	13. 3. 0	23. 0. 3	48. 0. 2
85	Haochanas	16 224	1927. 0. 0	13. 5. 5	23. 4. 5	48. 10. 2
86	Duudriff Nord	13 467	1142. 0. 0	11. 8. 5	19. 19. 8	41. 14. 11
87	Ariams	14 996	1214. 0. 0	22. 2. 10	21. 4. 11	44. 7. 7
88	Quarzziff	15 000	1215. 0. 0	12. 3. 0	21. 5. 3	44. 8. 4
89	Swartbuk	14 545	1227. 0. 0	12. 5. 5	21. 9. 5	44. 17. 1
90	LEitzelhöhe	13 689	766. 0. 0	7. 13. 2	13. 8. 1	28. 0. 0
91	Klein Aub	13 420	920. 0. 0	9. 4. 0	16. 2. 0	33. 12. 7
92	Haldenwang	13 017	732. 0. 0	7. 6. 5	12. 16. 2	26. 15. 2
93	Hoehland	10 057	575. 0. 0	5. 15. 0	10. 1. 3	21. 0. 5
94	Luginland	14 099	790. 0. 0	7. 18. 0	13. 16. 6	28. 17. 7
95	Schwarzock	12 736	718. 0. 0	7. 3. 7	12. 11. 3	26. 4. 11
96	Schomau	11 819	672. 0. 0	6. 14. 5	11. 15. 2	24. 11. 4
97	Gobabis	14 009	785. 0. 0	7. 17. 0	12. 14. 9	28. 13. 11
98	Hoehfeld	12 363	1009. 0. 0	10. 1. 10	17. 13. 2	36. 17. 8
99	Uraeis	7 272	444. 0. 0	4. 8. 10	7. 15. 5	16. 4. 7
100	Ramansdrin	25 329	2775. 0. 0	27. 15. 0	48. 11. 3	101. 8. 10

1 Hectare = 1 1/2 morgen approximately.

N. B.

Holdings 1—5, 7 and 8, 11—21, 23 and 24 are not surveyed but only compass beacons, and will be allotted according to the present beacons erected on the ground which do not include any portion of the river bed. Each farm will, however, be surveyed to include a portion of the river bed. Until survey is completed allottees are advised not to make any permanent improvements in the river bed as Government will under no circumstances compensate them for any improvements should it on survey, appear that the particular portions of the river bed on which such improvements have been effected, fall outside the boundaries of their farms.

As the survey in connection with holdings Nos. 1—5, 7 and 8, 11—21, 23 and 24 has not yet been completed, the areas are approximate only, and consequently the purchase price, rentals and instalments of purchase price are liable to alteration, when the exact areas and survey fees are known.

Particulars of holdings:—

1—3. Situate on the Black Nosob from 40 to 50 miles South of Gobabis and 150 miles East of Windhuk which is the nearest Railway station. The farms are suitable for all classes of stock except horses which are liable to horse sickness during rainy seasons. There is no surface water but water can be found at no great depth in the bed of the river and generally, facilities exist for storing water. The climate is fairly healthy; native labour is scarce.

4—11, 15—19 and 23 and 24. Same as holdings 1—3, situate on the Black Nosob river from 25 to 30 miles North of Gobabis. On Eindpaal there is an old Herero well. On Aandster there is a well 50 feet deep.

12. Stock farm with good water supply from a well adjoins the Gobabis Townlands; natives in vicinity; fairly healthy.

13. Stock farm situate on the Nosob River below the junction of the Black Nosob and the White Nosob and about 65 miles South of Gobabis. Water in well; native labour scarce; fairly healthy; there is also a two-roomed dwelling house on this holding.

14. Stock farm; mealies and kafir-corn can be grown; situate on the Epikuro river about 60 miles North of Gobabis. No surface water, but water can be found at no great depth in the bed of the river; fairly healthy; native labour scarce.

20. Stock farm; no surface water; fairly healthy; native labour scarce; situate 50 miles North of Gobabis.

21. Stock farm with good surface water; fairly healthy; native labour scarce; situate 25 miles South-East of Gobabis.

22. Stock farm situate on the White Nosob 63 miles East of Windhuk. Good water supply in wells in the river bed. The improvements consist of a flat roofed

house 27 ft by 66 ft, two-roomed out-house, kitchen and stable. The valuation of these improvements are included in the purchase price.

(Maps showing these holdings can be viewed at this Departments office in Leutwein Street, Windhuk.)

25—38. Block of stock farms, situate from 20 to 60 miles South-East of Keetmanshoop. The climate is healthy; native labour is scarce. There is open water on the majority of the holdings, and in cases where there is no surface water, it is thought that water can be found at no great depth.

On holding 28 there is a house with 2 rooms and kitchen and 2 wells. On holding 29 there is a three-roomed house. On holding 37 there is a well, and on holding 38 a small house and two wells.

Holdings 33 and 34 are not surveyed but only compass beacons; the areas, purchase prices, and survey fees are approximate only and consequently the purchase prices, rentals and instalments are liable to alteration so soon as survey is completed and the exact areas and survey fees are known.

39—44. Block of stock farms situate 70 miles North of Keetmanshoop and about 30 miles North-East of Tses which is the nearest railway station. No surface water; some trees and bush; healthy; native labour scarce.

45. This holding is not surveyed but only compass-beacons. The area, purchase price and survey fees are approximate only and consequently the purchase price, rentals and instalments are liable to alteration so soon as survey is completed and the exact area and survey fees are known.

Suitable for all classes of stock; situate 52 miles North-East of Keetmanshoop.

46. Stock farm, situate 25 miles East of Keetmanshoop. Water supply from two wells; there is a three-roomed house, garden, reservoir and windlass on the holding; some trees and bush; healthy; native labour scarce.

47—49. Stock farms situate 60 miles East of Keetmanshoop. There is water in three wells on holding 47, and there is an open fountain on holding 48. The following improvements exist on holding 48:—

8-roomed house with verandah, kraal stable and out-rooms.

On holding 49 there are three wells; the following improvements valued at approximately £740 exist on holding No. 49:—

6-roomed house with verandah; fencing round home-stead; windmill and hand pump; 1 Hectare under irrigation fenced in; lucerne lands and fruit trees; wells.

The successful applicant for holding No. 49, not being the constructor of these improvements, will be required to pay for these, in cash, an amount to be determined by the Minister of Lands.

50. Stock farm situate 45 miles South East of Keetmanshoop. The following improvements are included in the holding:—

House No. 1. Officers house highest on the hill; outside rooms; kraal and stable; well with bakkies pump; cement trough and reservoir. There are two wells which are reserved for public purposes on this holding.

The ownership of all such other improvements existing on this holding, and not specifically mentioned in this notice, will remain vested in the Government, and Government reserves the right to remove these or utilise them for public purposes at any time.

51—62. These are sub-divisions of the original farms "Spitzkoppe", "Gobas", "Goris", "Aurus", "Huns" and "Khabus". The sub-divisions are not surveyed but only flagged off. The areas, purchase prices and survey fees are approximate only and the purchase prices, rentals and instalments will accordingly be liable to alteration so soon as survey is completed, and the exact areas and survey fees are known.

The ownership of any such improvements, not specifically mentioned in this notice, on any of the above holdings, will remain vested in the Government, and Government reserves the right to remove these, or utilise them for public purposes at any time.

A sketch plan of the sub-divisions may be viewed at this Department's offices in Leutwein Street, Windhuk, or at the office of the Magistrate, Keetmanshoop.

51 and 52. Respectively the Eastern and Western portion of the original farm "Spitzkoppe". The boundary between these portions runs from a Northern beacon marked "B" on the sketch plan of sub-divisions to a point midway between the two homesteads and from there to a point on the Southern boundary so as to secure an equal division.

The following improvements are included in the holdings:—

"Spitzkop Oost", small three-roomed cottage 36ftx15ft. Verandah, two wells, Windlass, trough and kraal.

"Spitzkop West". Two four-roomed dwelling houses, each 83ftx25ft.

The holdings are suitable for all classes of stock. There is no surface water on "Spitzkop West", but there is a good water supply from two wells on "Spitzkop Oost"; some trees and bush; healthy; native labour scarce; situate 30 miles North-East of Keetmanshoop.

A condition will be inserted in the lease of "Spitzkop Oost" to the effect that the lessee of "Spitzkop West" may water stock from the wells on the former holding.

53 and 54. Respectively the Northern and Southern portion of the original farm "Gobas". The boundary between these portions runs from the Western corner-beacon of the farm "Horiros" on the Gobas Southern boundary (marked "E" on the sketch plan of sub-divisions) in a North-westerly direction across the railway line to a point on line marked "F" and "G" adjoining farm "Bystick" so that the dividing line passes no less than 1000 yards South of the homestead.

The following improvements are included in the holdings:—

"Groot Gobas". Two small houses and a well.

"Coenbalt". None.

The holdings are suitable for all classes of stock; water in well on "Groot Gobas" and sand wells on "Coenbalt". Some trees and bush; healthy; natives in vicinity, situate 10 miles South-West of Keetmanshoop.

55 and 56. Respectively Southern and Northern portions of the original farms "Goris" and "Grauhof portion No. 2".

The boundary between these portions runs from a beacon marked "No. 5" on sketch plan of the sub-divisions (on Western boundary between "Gariganus" and "Goris") in a North-Easterly direction to the beacon marked "A" of "Grauhof portion No. 2".

The following improvements are included:—

"Goris" small flat-roofed house and a well.

"Klein Spitzkop". Five-roomed house 18ftx36ft, asbestos walls inside; five-roomed house in bad repair; well 60 feet deep; borehole and windmill 40ft. tower; piping and pump; galvanised iron reservoir 54 feet; trough; small outside kitchen and stable.

The holdings are suitable for all classes of stock; water in well and borehole described above; some trees and bush; healthy; native labour scarce; situate 20 miles North-East of Keetmanshoop.

57 and 58. Respectively Southern and Northern portions of the original farm "Aurus". The boundary between these portions will run from a centre point to be taken on Western line (running parallel to railway line between beacons marked Nos. 1 and 2 on sketch plan of sub-divisions) in an Easterly direction towards beacon marked No. 6.

The following improvements are included:—

"Aurus". Good house, 2 rooms and kitchen; well 20 feet deep; trough 42 feet long and lined with cement; well 25 feet deep covered with iron; windlass and trough 21 feet long.

"Gariganus". House 54ftx33ft, 5 rooms and kitchen. Outhouse 30ftx39ft, 5 rooms; kraal and good borehole.

The holdings are suitable for all classes of stock and water is obtainable from the wells and borehole described above. Some trees and bush; healthy; native labour scarce; situate 8 miles North-East of Keetmanshoop.

59 and 60. "Huns" being that portion of the original farm "Huns" adjoining the farm "Warmbakkies" and "Ditsem" being that portion of the original farm "Huns" adjoining the townlands of Keetmanshoop.

The boundary of these portions runs from a centre point between the beacons marked "C" and "D" on the sketch plan of the sub-divisions (on South-Western boundary adjoining "Hainabis" to the North-Eastern boundary adjoining "Eisenstein").

The following improvements are included:—

"Huns". One well 22 feet deep and a tumbled down house of no value.

"Ditsem". None.

The holdings are suitable for all classes of stock; there is no surface water on "Ditsem" but there is a fair water supply in the well on "Huns"; some trees and bush; healthy; native labour scarce; situate 9 miles South-East of Keetmanshoop.

61 and 62. Respectively Western and Eastern portions of original farm "Khabus".

The boundary between these holdings will run from a centre beacon on North-Western line (near main road from Itzawisis to Khabus) to a point on the South-Eastern boundary, provided the line passes at least 1000 yards East of the homestead. If this cannot be done by a straight line, a point 1000 yards East of the homestead will be fixed and the line carried on to the South-Eastern boundary to ensure an equal division.

The following improvements are included:—

"Khabus". New building 100ftx36ft with 10 feet verandah on two sides, 4 rooms and kitchen. House 32ftx27ft. Well with Bakkies pump and reservoir 27ftx12ft, trough; well with hand pump; well about 20 feet deep; two kraals.

"Kangus". One well.

The holdings are suitable for all classes of stock and water is obtainable from the wells mentioned above. Some trees and bush; healthy; native labour scarce; situate 25 miles North of Keetmanshoop.

63--72. Stock farms; with a few exceptions, there is no surface water; some trees and bush; healthy; native labour scarce; situate from 25 to 130 miles from Malatshohe. Gibeon is the nearest railway station.

The following improvements valued at approximately £80 exist on holding 72:—

small house,
kraal
fenced garden,
dam.

The successful applicant for holding 72, not being the constructor of these improvements, will be required to pay therefor, in cash, an amount to be determined by the Minister of Lands.

73. Stock farm; open water in river bed during rainy seasons; some trees and bush; healthy, native labour scarce; situate North-West of Bethany, and 70 miles North-East of Aus, which is the nearest railway station. The improvements consist of a seven-roomed house and borehole partly demolished.

74. Stock farm believed to be situate in the artesian water belt; surface water; some trees and bush; healthy; native labour scarce; situate 40 miles North-East of Gibeon. There is a four-roomed house on the holding.

75-77. Stock farms; situate about 20 miles North-East of Warmbad; no surface water; some trees and bush; healthy; native labour scarce.

78-81. Same as, 75-77. Situate 60 miles North-East of Warmbad.

There is a borehole 140 ft and several wells on 81.

82-87. Stock farms situate about 50 miles North of Warmbad; some trees and bush; healthy; native labour scarce.

On holding 82 there is a well with strong water and a dip.

On holding 85 there is a well with fair water supply.

On holding 86 there is a small stone house; also two wells.

88. Stock farm adjoining the railway line about 18 miles North-West of Kalkfontein South and 50 miles North-West of Warmbad; no surface water; some trees and bush; healthy; native labour scarce.

As the survey of this holding has not yet been completed, the area, purchase price, survey fees etc. are approximate. Should, on survey being completed, it appear that the area is more than 5% greater or less than the area given above the purchase price, rentals and instalments will be increased or decreased accordingly.

89-91. Same as 75-77. There is a well 70 feet deep on holding No. 89.

92-99. Stock farms; no surface water; some trees and bush; healthy; native labour scarce; situate from 20 to 45 miles from Warmbad.

89-99. Area, purchase price, survey fees etc. are approximate and should it appear later that these are 5% greater or less than given in this notice the purchase price, rentals and instalments will be increased or decreased accordingly.

100. Stock farm with frontage on the Orange River; about 100 morgen can be brought under irrigation; very mountainous; only a portion is suitable for grazing a limited number of goats and cattle; native labour scarce; situate 50 miles South of Warmbad.

N.B. The Inspector of Lands, Keetmanshoop, will be at Keetmanshoop during the last week in August and the first week in September to interview intending applicants desiring information regarding farms in the South.

N.B. The control and use of water in public river beds or of water derived from artesian wells will be subject to such laws and regulations as may hereafter be promulgated.

The ownership of land in the Protectorate does not include the ownership in minerals and precious stones in, on or under such land. All the above farms are open to prospecting and pegging by any person duly authorised thereto in accordance with the provisions of the Imperial Mining Ordinance 1906, as amended by Proclamation No. 24 of 1919. The holder of a prospecting licence over any of the above farms is entitled to grazing and water for stock required in connection with his prospecting operations, as also wood, in so

far as it is available without materially interfering with the working of the farm (Section 12 of above Ordinance) and subject to payment of compensation as provided in the Mining Law.

General Conditions---

In the event of the Government being required, in terms of any law relating to fencing in the Protectorate, to contribute towards the cost of fencing the boundaries, or any part thereof, of any of the holdings advertised in this notice, or to accept liability for the payment of such contribution prior to the allotment of the holding, the successful applicant shall, on allotment being made to him, assume liability for the payment of such contribution. The amount of such contribution shall be paid by the allottee to the Government in cash, or at the option of the allottee it may be added to the valuation of the holding, in which case the rentals, payments and instalments of purchase price shall be increased accordingly. The successful applicants for any of the holdings on which the boundaries or part thereof are fenced, shall accept liability under any law relating to fencing in the Protectorate, for any amounts which may be claimed by adjoining owners in terms of the said law.

In the event of boreholes being completed and hand-pumps erected on any of the holdings before the date of allotment thereof, the cost of the boring operations and pumps will be added to the valuations of the holdings and the rentals and instalments of purchase price will be increased accordingly.

In the event of an allottee making application for a borehole to be sunk on his holding and a hand-pump to be erected thereon, and of such application being approved by the Minister of Lands, the cost of such borehole (exclusive of transport, fuel, and water, which must be borne by the allottee) and of such hand-pump will be added to the valuation of the holding, and the half-yearly rental and instalments of purchase price will be increased accordingly as from the date of the completion of the work.

A clause will be inserted in the leases which it is proposed to issue in respect of holdings on which boreholes may be sunk before or after allotment thereof, giving the Government access to and the right to take water from the boreholes for drilling purposes for a period of five years from the dates of the leases.

It will be a condition of lease that the successful applicant for any of the above holdings on which boreholes exist or may be sunk previous to allotment will be held responsible as from the date of allotment or of completion of the work for the proper care and maintenance of the borehole or boreholes on his holding, and shall be liable for any damage caused thereto. He must, therefore, on no account raise water without proper pumping machinery. Inquiries as to the most suitable machinery to be utilized in connection with any borehole should be made to the Boring Inspector, Irrigation Department, Windhuk, by the successful applicant before proceeding to erect pumping machinery.

General Remarks---

The lease to be issued will contain conditions relative to residence, improvements, fencing, outspans, roads, and such other conditions as are usually inserted in agricultural leases granted under the Land Settlement Act, No. 12 of 1912, as amended by the Land Settlement Act Amendment Act, No. 23 of 1917 and Proclamation No. 14 of 1920.

The rent paid during the lease period of five years is not deducted from the purchase price in the event of the option to purchase being exercised.

The Department has made every effort to render as accurate as possible the information given in this notice, but will not be responsible for any inaccuracies should such exist.

Applicants are recommended in their own interests, personally to inspect farms before formally applying therefor. No railway or transport concessions are given by the Government in connection with the inspection of holdings.

After the expiry date of this notice intending applicants should ascertain from the Department of Lands which holdings are still available before proceeding to inspect any of them.

Occupation can be granted immediately on allotment, unless other provision be made in the letter of allotment.

All applications must be submitted on the prescribed form, which can be obtained from the magistrates of the districts in which the farms are situated, or from the Secretary for Lands, Pretoria, or P. O. Box 297, Windhuk.

The Department has a staff dealing specially with applications and inquiries for land, and prospective settlers desirous of obtaining information with regard to land settlement in South-West Africa are advised to apply for such information direct to the Department of Lands, Union Buildings, Pretoria, or P. O. Box 297, Windhuk.

Advertisements.

ADVERTISING IN THE OFFICIAL GAZETTE OF SOUTH - WEST AFRICA.

The Official Gazette will be published periodically but approximately once a month.

Advertisements will be accepted for insertion in the Official Gazette of the Protectorate of South-West Africa at the Office of the Secretary for the Protectorate.

Advertisements will be inserted in the Gazette after the official matter or in a supplement to the Gazette, at the discretion of the Secretary.

Advertisements will be accepted for the English, Dutch or German editions and will be published in the language in which they are written in the relevant editions of the Gazette.

The Secretary will have the right to refuse to accept for publication any advertisement which he considers is not of a suitable nature.

The subscription for every number of the Gazette is six shillings per annum, post free. Single copies of the Gazette may be obtained at the price of 6d per copy.

The charge for the insertion of advertisements other than the notices mentioned in the succeeding paragraph, is at the rate of 6/- per inch single column and 12/- per inch double column, repeats half price.

Notices to creditors and debtors in the estates of deceased persons and notices by executors concerning liquidation accounts lying for inspection, are published in schedule form at 9/- per estate.

No advertisement will be inserted unless the charge is prepaid to the Secretary. Cheques, drafts postal orders or money orders must be made payable to the Secretary for the Protectorate.

In the High Court
of SOUTH WEST AFRICA.

In the matter between:—

SANNA JOHANNA WILHELMINA FENNER (born Theron),
Plaintiff,

and

HEINRICH FENNER,
Defendant.

To

HEINRICH FENNER,

formerly of Warmbad and Kalkfontein, South-West Africa, whose present whereabouts is unknown.

Take notice that by Citation and Intendit issued from and filed in the Office of the Registrar of the High Court for South-West Africa at Windhuk, you have been cited to cause an appearance to be entered before the said Court, on or before the 21st day of October 1920, and you are required to plead, answer, or except or make claim in re-convention on or before the 1st day of November 1920, in a action in which SANNA JOHANNA WILHELMINA FENNER (born Theron), your wife, claims:—

Restitution of conjugal rights, failing which, divorce and for the custody of the minor children born of the marriage subsisting between your wife and yourself;

In default of your appearance and by reason of your failure to plead, you will be barred and the Court will be prayed to grant judgment against you by default, on Monday, the 8th day of November, 1920.

Dated at Windhuk, this 12th day of July, 1920.

G. du T. VOSS
Registrar.

R. W. F. Steyn,
Plaintiff's Attorney,
Francois Square, Windhuk.

NOTICE TO CREDITORS.

In pursuance of a resolution of liquidation dated 16th April, 1914, of the Hansa Diamond Mining Company, Limited, (in liquidation), of Luderitzbucht, I, the undersigned, duly appointed as Liquidator at a General Meeting of Shareholders, held on the 8th April, 1920, at Luderitzbucht, hereby request Creditors of the said Company within three months from date hereof to lodge their claims with the undersigned, together with all vouchers necessary to establish such claims.

Dr. W. ZERSCH,

Liquidator.

Luderitzbucht, 10th April, 1920.

APPOINTMENT AS SWORN APPRAISER.

By virtue of the authority vested in me by section 19 of the Administration of Estates Act 1913, I have appointed Edward Johan Pieter Jorissen of Omaruru to act as Sworn Appraiser for the District of Omaruru.

S. H. du PLESSIS

Master of the High Court.

Windhuk, 13th May, 1920.

NOTICE TO CREDITORS.

In pursuance of a resolution of a General Meeting of Shareholders, held on the 29th May, 1920, the Liquidation of the undersigned Company has been resolved upon. I, the duly appointed Liquidator hereby request Creditors of the said Company to lodge their claims with the undersigned together with all Vouchers necessary to establish such claims within 3 months from this date.

SPENCERBAY DIAMANTGESELLSCHAFT M. B. H.

Dr. W. ZERSCH, Box 122.

Liquidator.

Luderitzbucht, 1st June, 1920.

NOTICE TO CREDITORS AND DEBTORS IN THE ESTATES OF DECEASED AND ABSENT PERSONS.

Creditors and debtors in the estates of the persons described in the first column of the schedule annexed hereto are hereby required to file their claims with and pay their debts to the persons named in the third column of the schedule opposite to the description of each such deceased person, respectively, within the period of the date of publication hereof indicated in the case of each estate in the second column of the schedule.

Description of deceased or absent person.	Period for filing claims and payments.	Person to whom claims must be filed and to whom debts must be paid.
Konrad Erich Hausbrand of farm "Hohenhorst", District Windhuk, Est. No. 12	One month	Dr. Albert Stark, P. O. Box 37, Windhuk
Mrs. Frieda Streinmer, died at Windhuk 27th Nov., 1919	ditto	H. Vollbaum, Box 113, Windhuk
Johanna Gertruida van Zijl, widow, of Holpan, Dist. Aroab Est. No. 6016/39	Six weeks	H. Wrensch, Box 90, Keetmanshoop, Attorney for the Executor
Friedrich Albert Otto Herrmann, of Herrmann's Hof, Dist. Aroab Est. No. 22	ditto	H. Wrensch, Box 90, Keetmanshoop, Attorney for the Executor
Hendrik Matthejs Jacobus Petrus Blaauw and predeceased spouse Margaritha Johanna Blaauw, born Steenkamp, of Logolk, Dist. Aroab. Est. No. 5981/91	ditto	H. Wrensch, Box 90, Keetmanshoop, Attorney for the Executor
Hester Johanna Kotze, born Knouwds, and predeceased spouse Johannes Hermanus Kotze, of Witpan, Dist. Aroab Est. No. 5981/90	ditto	H. Wrensch, Box 90, Keetmanshoop, Attorney for the Executor
Johanna Kriess, deceased, Est. No. 3233/6	Two months	Curt Sagne, Box 48, Keetmanshoop
Conrad Jacob Daniel Adler	Six weeks	R. Grün & O. Schuett, as Managers of the Deutsche Afrika Bank, A. G.
Georg Sommer of Aub, Keetmanshoop, deceased. Est. No. 4	Thirty days	S. Wentze, Box 93, Keetmanshoop
Ivan Kraujcece, absentee. Est. No. 6036/59	One month	B. Christ, Usakos
Alfred Albin Otto Strohm, farmer of Timingen, Dist. Grootfontein, died 15th Feb. 1919 Est. No. 5827-17	ditto	Theo J. Rautenbach, Executor Dative, Grootfontein
Hendrik Georg Poolman, farmer of Awagobib, Dist. Grootfontein, died 24th May, 1917. Est. No. 4793/4D	ditto	Theo J. Rautenbach, Grootfontein, p.p. Executrix Dative
Willy von Johnston. Est. No. 5981/53	Six weeks	Dr. A. Stark, Windhuk
F. Schmeewind, formerly residing District Rehoboth	Four weeks	Attorney & Notary Dr. Fritzsche, Windhuk, P. O. Box 23
Francis Cherty (Indian). Est. No. 6016/6, 56/19	One month	Master of the High Court, Windhuk
Kurt Pikardi (German soldier). Est. No. 4310/8, 194/19	ditto	Master of the High Court, Windhuk
Frazz Manatja (Indian). Est. No. 5827/40, 241/19	ditto	Master of the High Court, Windhuk

NOTICE.

Notice is hereby given that the Liquidation and Windtuk, for a period of one month from date of Distribution Accounts in the Estates specified in the publication hereof. Any objection to these Accounts Schedule below will lie for inspection of interested should be lodged with the Master within the parties at the Office of the Master of the High Court, period of inspection.

SCHEDULE.

No. of Estate.	Name of Estate.	Place and Date of death of the Deceased.
5778/13	248/18 Otto Albrecht.	Windhuk.-28th October, 1918.
5869/8	120/18 Johannes Albrecht - -	Luderitzbucht. 3rd June, 1918.
5769/11	230/18 Hubert Heymann - -	Windhuk. 29th October, 1918.
5778/2	232/18 Max Schneider - - -	Windhuk. 26th October, 1918.
3709/2	50/17 Johann Porten - - -	Swakopmund. 27th April, 1915.
5778/9	238/18 Ludwig Muller - - -	Windhuk. 28th October, 1918.
3929/4	25/17 Ernst Lichtenthaler - -	Grootfontein. 15th January, 1917.
72/82	21/15 Theodor Neisse - - -	Weissenfels. District Rehoboth, murdered in about April, 1915.
158/18	Albert Karan - - -	Catholic Hospital, Windhuk. 24th October, 1918.